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January 21, 2005.

  
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Joseph Weathered

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

APPLICANT(S) : Peter J. WILK  
SERIAL NO. : 10/755,529  
FILED : 01/12/2003  
FOR : Method and Apparatus for Investigating Integrity of  
Structural Member  
GROUP ART UNIT : 2623  
EXAMINER : Samir Anwar AHMED

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Mail Stop Amendment  
Commissioner for Patents  
P.O. Box 1450  
Alexandria, VA 22313-1450

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TERMINAL DISCLAIMER IN APPLICATION

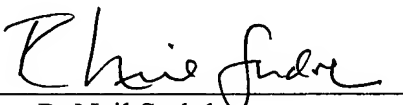
S I R:

WILK PATENT DEVELOPMENT CORPORATION (hereinafter "WILK  
PATENT"), a corporation organized and existing under the laws of the State of New  
York, is the owner of application No. 10/755,529 filed January 12, 2003 for "Method and  
Apparatus for Investigating Integrity of Structural Member" by virtue of an assignment  
concurrently filed with the Assignment Branch for recordation and appended in copy  
hereto.

Through the undersigned attorney for applicant, WILK PATENT hereby disclaims the terminal part of any patent granted on said application No. 10/755,529 which would extend beyond the maximum statutory term of U.S. Patent No. 6,678,403. WILK PATENT is the owner of U.S. Patent No. 6,678,403, WILK PATENT having received its rights by virtue of the same assignment appended hereto and concurrently submitted for recordation.

WILK PATENT hereby agrees that any patent granted on Application No. 10/755,529 shall be enforceable only for and during such period that the legal title to said patent granted thereon shall be the same as the legal title to U.S. Patent No. 6,678,403, this agreement to run with any patent granted on said Application No. 10/755,529 and to be binding upon the grantee, its successors or assigns.

Through the undersigned attorney for applicant, Petitioner WILK PATENT represents that it has reviewed the chain of title of application No. 10/755,529 and issued Patent No. 6,678,403 and acknowledges that, to the best of its information and belief, Petitioner WILK PATENT is the owner of the entire interest in said application and said patent. The undersigned attorney for applicant has no ownership interest in said application or said patent.

  
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R. Neil Sudol  
Reg. No. 31,669

Attorney for Applicant

Dated: January 21, 2005

ASSIGNMENT

For one dollar (\$1.00) and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned (hereinafter "Assignor") hereby sells, assigns and transfers to Wilk Patent Development Corporation, a Corporation of the State of New York, having a principal place of business at 475 East 72<sup>nd</sup> St., Suite 1L, New York, New York 10021, its successors, legal representatives, assigns and nominees (hereinafter "Assignee"), my/our entire right, title and interest in, to, and under:

- a. Assignor's application for Letters Patent entitled:  
Method and Apparatus for Investigating Integrity of Structural Member  
X Serial Number: 10/755,529 Filed: January 12, 2003
- b. Assignor's U.S. Letters Patent No. 6,678,403.
- c. Any and all inventions described in said application for Letters Patent and said patent.
- d. Any and all divisional, continuation, renewal, and substitute Applications that may be filed for United States Letters Patent for any and all of said inventions.
- e. Any and all patents that may be granted on the foregoing applications and any and all continuations, reissues, or extensions thereof.
- f. Any and all improvements thereon or relating thereto which assignor has invented.
- f. Any and all rights in foreign countries under such applications and inventions.

Assignor hereby authorizes and requests the Commissioner of Patents to issue any and all such Letters Patent for said invention to said Assignee.

Assignor further covenants and warrants that, to the best of his/her knowledge, the rights and properties herein conveyed are free and clear of any encumbrances and Assignee shall hold and enjoy any and all inventions, application, and Letters Patent issued thereon for its own use as fully and entirely

as the Assignor would have held and enjoyed said rights had this assignment and sale not been made, including the full right of the Assignee to convey said rights.

Assignor further agrees on his/her own behalf, and on behalf of his/her heirs, legal representatives, administrators, and assigns, at any time, upon request, without additional compensation, but at no expense, to:

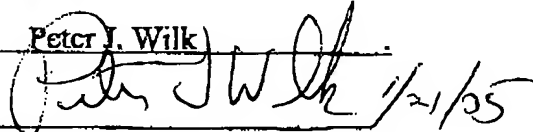
1. Communicate to said Assignee any facts relating to the invention and the history thereof;

2. Execute and deliver all papers and do all acts which may be necessary, desirable, or convenient to secure, maintain, and enforce patents for said invention in any and all countries; and to execute and deliver any and all papers or instruments that in the opinion of Assignee may be necessary or desirable to vest title thereto in Assignee or its nominees, including the execution and delivery of any and all papers or instruments to carry out the terms of this Agreement, and to secure to Assignee the full enjoyment of the rights and properties herein conveyed or intended to be conveyed; and

3. Testify at all proceedings concerning said invention and patents.

Full Name of First Inventor:

Full Name of Second Inventor:

Peter J. Wilk  
  
Inventor's Signature Date

\_\_\_\_\_  
Inventor's Signature Date

Witness: \_\_\_\_\_  
Print Name

Witness: \_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature Date

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Signature Date